

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
COURT FILE NO.: CV - _____**

Joseph H. Monn,

Plaintiff,

COMPLAINT

v.

JURY TRIAL DEMANDED

NCO Financial Systems, Inc.
d/b/a OSI Collection Services, Inc.,

Defendant.

JURISDICTION

1. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and pursuant to 15 U.S.C. § 1692k(d), and pursuant to 28 U.S.C. § 1367 for pendent state law claims.
2. This action arises out of these Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA") in its illegal efforts to collect a consumer debt.
3. Venue is proper in this District because the acts and transactions occurred here, Plaintiff resides here, and Defendant transacts business here.

PARTIES

4. Plaintiff Joseph H. Monn, (hereinafter "Plaintiff"), is a natural person residing in the County of Washington, State of Minnesota, and is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).

5. Defendant NCO Financial Systems, Inc. d/b/a OSI Collection Services, Inc., (hereinafter “Defendant”), is a debt collection agency operating from an address of 241 West Schrock Road, Westerville, OH 43081, and is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6).

FACTUAL SUMMARY

6. Sometime prior to November 2007, upon information and belief, Plaintiff incurred a financial obligation that was primarily for personal, family or household purposes, and is therefore a “debt” as that term is defined by 15 U.S.C. § 1692a(5), namely, a consumer debt with Avon Products, Inc.
7. Sometime thereafter, the alleged debt was consigned, placed or otherwise transferred to Defendant for collection from Plaintiff.
8. During the following months, Defendant began a collection campaign that included numerous telephone calls to Plaintiff.
9. On November 29, 2007, Plaintiff sent a cease and desist letter to Defendant by U.S. mail and that communication was never returned. (See Exhibit A).
10. On November 29, 2007, Plaintiff’s cease and desist letter to Defendant was sent via Certified Mail, return receipt requested and the green signature card was returned to Plaintiff verifying delivery to Defendant. (See Exhibit B).
11. Between December 3, 2007 and February 6, 2008, despite knowing that Plaintiff requested Defendant cease and desist, Defendant contacted Plaintiff by telephone nineteen times in an attempt to collect the alleged debt.

12. On December 3, 2007, at 8:39, Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt.
13. On December 4, 2007, at 12:20 p.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt.
14. On December 4, 2007, at 7:50 p.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt.
15. On December 6, 2007, at 8:14 a.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt from telephone number 866-358-1762.
16. On December 7, 2007, at 8:15 a.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt from telephone number 800-676-5597.
17. On December 17, 2007, at 8:45 p.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt from telephone number 800-676-5597.
18. On December 19, 2007, at 8:33 a.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt.
19. On December 19, 2007, at 1:20 p.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt.
20. On December 20, 2007, at 8:11 a.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt.
21. On December 31, 2007, at 9:59 a.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt from telephone number 866-358-1762.

22. On January 2, 2008, at 11:42 a.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt from telephone number 800-676-5597.
23. On January 8, 2008, at 12:36 p.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt from telephone number 800-676-5597.
24. On January 17, 2008, at 5:27 p.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt and instructed Plaintiff to return Defendant's call at telephone number 800-676-5597.
25. On January 18, 2008, at 8:58 a.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt and instructed Plaintiff to return Defendant's call at telephone number 866-358-1762.
26. On January 22, 2008, at 2:40 p.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt and instructed Plaintiff to return Defendant's call.
27. On January 30, 2008, at 9:39 a.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt.
28. On February 1, 2008, at 8:40 a.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt from telephone number 800-676-5597.
29. On February 5, 2008, at 11:22 a.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt.
30. On February 6, 2008, at 5:20 p.m., Defendant contacted Plaintiff by telephone in an attempt to collect the alleged debt and instructed Plaintiff to return Defendant's call at telephone number 800-676-5597.

31. The conduct of Defendant in harassing Plaintiff in an effort to collect an alleged debt by not ceasing collection efforts after instructed to do so is a violation of numerous and multiple provisions of the FDCPA, including but not limited to 15 U.S.C. §§ 1692c(c), 1692d and 1692f amongst others.

Summary

32. Plaintiff has suffered actual damages as a result of these illegal collection communications in the form of humiliation, anger, anxiety, emotional distress, fear, frustration, embarrassment, amongst other negative emotions.

TRIAL BY JURY

33. Plaintiff is entitled to and hereby respectfully demands a trial by jury. U.S. Const. amend. 7. Fed.R.Civ.P. 38.

CAUSES OF ACTION

COUNT I.

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. § 1692 ET SEQ.

34. Plaintiff incorporates by reference all of the paragraphs of this Complaint as though fully stated herein.
35. The foregoing acts and omissions of Defendant constitutes numerous and multiple violations of the FDCPA, including but not limited to, each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.
36. As a result of Defendant's foregoing conduct and violations of the FDCPA, Plaintiff is entitled to recover actual damages pursuant to 15 U.S.C. §

1692k(a)(1), statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A), and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3), against Defendant.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendant for:

COUNT I.

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. § 1692 et seq.

37. an award of actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
38. an award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
39. an award of costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3);
40. actual damages for the emotional distress suffered as a result of the FDCPA violations in an amount to be determined at trial; and
41. such other and further relief as may be just and proper.

**SCRIMSHIRE, MARTINEAU, GONKO &
VAVRECK, PLLC**

Dated: August 28, 2008

s/ Mark L. Vavreck _____.

Mark L. Vavreck, Esq.

Attorney I.D.# 0318619

Johann Scrimshire, Esq.

Attorney I.D.#0316659

Designer's Guild Building

401 North Third Street, Suite 600

Minneapolis, MN 55401

Telephone: (612) 659-9500

Facsimile: (612) 659-9220

ATTORNEYS FOR PLAINTIFF